#### PLAINTIFF'S ORIGINAL PETITION

#### TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Diversified Credit Systems, Assignee of a contract (Agreement) from the Association of Professional Flight Attendants, hereinafter called Plaintiff, complaining of and about Robert (Bob) Ross, hereinafter called Defendant, and for cause of action shows unto the Court the following:

#### DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends that discovery be conducted under Discovery Level 3.

#### PARTIES AND SERVICE

- 2. Plaintiff, Diversified Credit Systems (a D/B/A of McGaughey, Reber and Associates, Inc.), Assignee for the "Association of Professional Flight Attendants", is a business entity operating in the State of Texas and whose address is P.O. Box 3424, Longview, TX 75606.
  - 3. Diversified Credit Systems, Assignee of the Association of Professional Flight

Attendants has not been issued a driver's license. Diversified Credit Systems, Assignee of the Association of Professional Flight Attendants has not been issued a social security number.

4. Defendant Robert (Bob) Ross, an Individual who is a nonresident of Texas, may be served with process at his home at the following address: 4701 Hayloft Court, El Dorado Hills, CA 95762. Service of said Defendant as described above can be effected by certified mail, return receipt requested.

#### JURISDICTION AND VENUE

- 5. The subject matter in controversy is within the jurisdictional limits of this court.
- 6. Plaintiff seeks:
- a. only monetary relief of \$10,000.00 or less, excluding interest, and attorney fees and costs.
- 7. This court has jurisdiction over Defendant Robert (Bob) Ross, because said Defendant at the time he purposefully availed himself of the privilege of conducting activities in the state of Texas was a Texas Resident and resided in Tarrant County, Texas, Defendant executed the attached Transition Agreement (hereinafter referred to as the "contractual Agreement" or "Agreement") with the Board of Directors for the "Association of Professional Flight Attendants", who thereafter assigned the contractual Agreement to Plaintiff to collect certain sums due and owing pursuant to the Agreement.
- 8. Plaintiff would also show that the cause of action arose from or relates to the contacts of Defendant Robert (Bob) Ross to the state of Texas, thereby conferring specific jurisdiction with respect to said Defendant.
- 9. Plaintiff would further show that the Agreement was to be performed in Tarrant Texas.

10. Venue in Tarrant County is permissive in this cause under Section 15.002(a)(3) of the Texas Civil Practice and Remedies Code because this county was the principal residence of Robert (Bob) Ross, Defendant at the time he signed the Agreement. Defendant resided in Southlake, Tarrant County, Texas at the time he executed the Agreement, and therefore, Venue is property in Justice of the Peace, Precinct 3, Tarrant County, Texas.

#### **FACTUAL ALLEGATIONS**

- 11. On or about March 1, 2018, the Association of Professional Flight Attendants (hereafter referred to as "AFPA") entered into a written contract with Robert (Bob) Ross, providing that Defendant would receive certain funds listed in the contract. A copy of the contract is attached as Exhibit "A" and incorporated by reference and for all purposes.
- 12. The Contract has been assigned to the Plaintiff, Diversified Credit Systems, for all purposes by Assignor AFPA, but primarily for the purpose of collection of the amounts owed Plaintiff.

#### BREACH OF CONTRACT

- 13. Plaintiff incorporates by reference the allegations set forth above as if the same were fully set forth herein.
- 14. Plaintiff's Assignor, APFA has met all of its obligations under the Transition Agreement (Contract) and all sums due Defendant were fully paid and accepted by Defendant.
- 15. All contractual obligations of the Association of Professional Flight Attendants have been fully performed.
- 16. Defendant has failed to perform his contractual obligations, specifically, an accounting was performed by the Certified Public Accounting firm of Wood, Stephens & O'Neil.

  A copy of that firms audit showed that Defendant had been paid in excess of the sums due him

under the Agreement in the sum of \$5,436.47. The firms Audit report is attached as Exhibit "B" and attached for all purposes.

- 17. The APFA made demand on Defendant's to reimburse Plaintiff for the overpayments. A copy of the accounting and Memorandum from the accountant is attached as Exhibit "B" and incorporated for all purposes herein. Defendant has been provided the accounting and the Accounting firms report, but Defendant has failed to reimburse APFA for the overpayments.
- 18. Documentation and demand has been provided Defendant on multiple occasions, including from APFA, Assignee, Diversified Credit Systems and the undersigned Attorney.

#### DAMAGES

19. Plaintiff has sustained damages within the Court's jurisdictional limits of this Court, and as a result of the actions and/or omissions of Defendant described hereinabove, including, but not limited to:

Actual or economic damages for \$5,436.47.

#### OTHER RELIEF REQUESTED

#### ATTORNEY'S FEES

20. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to a County Court at Law, Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by Chapter 38 of the Texas Civil Practice and Remedies Code.

#### **ALTERNATIVE ALLEGATIONS**

21. Pursuant to Rules 47 and 48, Texas Rules of Civil Procedure and the rules of

pleadings, allegations in this petition are made in the alternative.

#### PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Diversified Credit Systems, Assignee of the Association of Professional Flight Attendants, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant for damages requested hereinabove in an amount within the jurisdictional limits of the Court, together with prejudgment and postjudgment interest at the maximum rate allowed by law, attorney's fees, costs of court, and such other and further relief to which the Plaintiff may be entitled at law or in equity, whether pled or unpled.

Respectfully submitted,

15/ Michael R. Rake

Michael R. Rake, Attorney at Law, PLLC State Bar # 16487600 P.O. Box 1556, Lake Dallas, TX 75065 Tel. & Fax: 940-498-2103

E-mail: mrake1@mrakeattorney.com

Attorney for:

Diversified Credit Systems, Assignee of the Association of Professional Flight Attendants

#### TRANSITION AGREEMENT

This TRANSITION AGREEMENT (hereinafter referred to as the "Agreement") is entered into between President ROBERT ROSS (hereinafter referred to as "ROSS"), and the ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS, through its Voting Board of Directors and on behalf of any and all of its officers, directors, employees, agents, members, and attorneys, in their official and individual capacities, together with their successors both jointly and severally (hereinafter collectively and individually referred to as "APFA").

WHEREAS, President ROSS and APFA, through its Voting Board of Directors, find it mutually beneficial and in the best interests of the membership to enter into this Transition Agreement; and

WHEREAS, President ROSS has previously announced his intention not to seek reelection for APFA President, and as such the parties have agreed on the terms of this Agreement.

NOW THEREFORE, In consideration of the mutual covenants contained in this Agreement, President ROSS and APFA (hereinafter collectively referred to as "the Parties"), intending to be legally bound, do hereby stipulate and agree as follows:

- ROSS hereby voluntarily and irrevocably resigns from his position as the National President of APFA effective at the close of the 2018 APFA Convention, and agrees to announce his resignation by the close as well.
- 2. ROSS will have access through the close of business on March 9, 2018 to his APFA office, files, and computer to finalize his affairs. Starting upon the announcement of the resignation, all emails, telephonic calls, correspondence and affairs regarding or directed to the APFA National President shall be immediately routed to the successor APFA National President.
- APFA agrees that ROSS will continue to receive from APFA his current full salary and benefits, including full insurance coverage, through July 31, 2018.
- APFA agrees to pay ROSS all of his accrued and unused sick and accrued and unused vacation time, from April 1, 2016 through July 31, 2018.
- 5. APFA agrees to pay Ross, upon his request, a one-time lump sum in the total amount of ten thousand dollars (\$10,000.00), which represents ROSS's moving expenses. ROSS shall present the moving expenses to APFA for

Page 1 of 4



March 1, 2018:1.0

- payment through 2019.
- 6. APFA and ROSS will each prepare a communication regarding ROSS's resignation. APFA shall disseminate said communications simultaneously upon the announcement of the resignation. Each statement shall be mutually agreed upon by both Parties prior to its distribution. Further, the Parties will mutually agree on talking points that shall be used for responses to inquiries from APFA members, the press, and the general public for use, beginning with the announcement.
- 7. The Parties agree that the existence, terms, and content of this Agreement are completely confidential. ROSS agrees not to disclose the existence, terms, or content of this Agreement to any third party, except to his spouse, accountant, financial advisors, or attorney. APFA agrees not to disclose the existence, terms, or content of this Agreement, except to the signatories to this Agreement, and to any APFA officers, employees, accountants or attorneys who have an explicit need to know of this Agreement in order to effectuate its terms. The Parties shall be responsible for ensuring in writing that the confidentiality provisions of this Agreement are fully explained and adhered to by anyone to whom permitted disclosures are made pursuant to this paragraph. The Parties agree that they will respond to all inquiries regarding Ross' transition with APFA in accordance with the communications and talking points prepared pursuant to numbered paragraph 6 of this Agreement.
- 8. ROSS agrees not to make, orally or in writing, any statements disparaging APFA and/or the Board of Directors, whether or not such statements legally constitute libel or slander, and whether such statements are made to the media, to other individuals, or otherwise. Likewise, APFA's Board of Directors, and its officers, employees and agents who are aware of this Agreement pursuant to the confidentiality provisions of numbered paragraph 7 of this Agreement, agree not to make, orally or in writing, any statements disparaging ROSS or his immediate family, whether or not such statements legally constitute libel or slander, and whether such statements are made to the media, to other individuals, or otherwise.

- The current APFA National Vice-President will be included in all discussions with the APFA Board of Directors regarding the filling of the APFA National Vice-President position.
- 10. The Parties and signatories to this Agreement have carefully read and understand this Agreement and acknowledge that no party has made any representations other than those contained herein.
- 11. The Parties agree that this Agreement constitutes their final and complete understanding with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, agreements or representations concerning any matters directly, indirectly, or collaterally related to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same Agreement. Electronic and facsimile copies shall constitute originals for all purposes, including enforcement.
- 12. The Parties agree that this Agreement cannot be amended or modified except by express written consent of the Parties hereto.
- 13. The Parties agree to submit any and all disputes regarding the validity or enforcement of this Agreement to a mutually chosen arbitrator whose decision shall be binding on both Parties. The expenses of the arbitrator shall be borne by APFA. Venue shall be by agreement of the parties.
- 14. If any provision, or any part thereof, in this Agreement is found to be invalid, such determination shall not affect the validity of any other provision(s) or part(s) of this Agreement.
- 15. The terms and conditions of this Agreement shall be binding upon the Parties' successors and assigns.

	d President ROSS have executed this agreement
in CHARLOTTE, NC on the date	e(s) indicated below.
BYPRESIDENT ROBERT ROSS:	
HADA	2/1/12
Robert Ross	Date

Page 3 of 4

March 1, 2018:1.0

BY APFA (THROUGH ITS VOTING BOARD OF DIRECTORS):					
Imy Milen Rovic	3-1-18				
Amy Milenkovic-BOS	Date 3-1-2018				
Wanda Sarnacki - CLT  Robert Valenta-DCA-AA	Date 311118				
John Remel - DCA-US	Date 3/1/18				
Maurey Walsh Rank)	Date 3/1/18				
Maureen Walsh Martin –DFW  John Nikides – LAX	Date 3/1/18				
	Date 3 / 1 / 18				
Raymond Lewis – LGA	Date 3/1/2018				
Randy Trautman- MIA	Date 3 1 1/8				
Susan Wroble FORD	Date 3   1   18				
Kim Kaswinkel - PHL Menkel Bahu	Date 3 1 1 18				
Mischel Babi - PHX.	Date  3/1/17  Date				
Louise Sullivan - RDU					
Jennifer Welpott - SFO	Date 3/1/18				
Matt Foust - STL	Date				

## Wood, Stephens & O'Neil, L.L.P. Certified Public Accountants

6300 Ridglea Place, Suite 318 Fort Worth, TX 76116 Tele. 817-377-1700 Fax 817-377-1870

#### CONFIDENTIAL MEMORANDUM

MEMO TO:

APFA Board of Directors and the Executive Committee

FROM:

Hal O'Neil, CPA, Pam Bush

SUBJECT:

Review of officer disbursements and the Bob Ross transition agreement

DATE:

October 22, 2020

The current APFA officers, in consultation with the APFA staff attorney and outside counsel, requested that our firm review specific former officer expense reimbursements and payroll disbursements, as well as the payments arising from the Bob Ross confidential transition agreement. This informal engagement is substantially less in scope than an audit engagement, the objective of which would be the expression of an opinion regarding these specific disbursements. Accordingly, we do not express an opinion or any form of assurance regarding these disbursements. Our task under this informal engagement, was as follows:

- To review the backup for the former officers' salary disbursement amounts from 2016 2018
  and to determine these base salaries were calculated correctly and in compliance with the
  guidelines and pay rates stipulated in the APFA policy manual. Please see the enclosed
  schedule A for each officer.
- 2. To prepare an overpayment schedule of the accrued and unused sick, and accrued and unused vacation time payments made to Bob Ross in 2018, similar to the overpayment schedules we prepared previously for the other three officers. Please see the enclosed schedules B and C for each officer. These overpayment schedules for the other officers were previously provided to the Board of Directors. Please note the Bob Ross confidential transition agreement states that he will be paid all of his accrued and unused sick, and accrued and unused vacation time. This agreement doesn't specify that the payments be made in accordance with the policy manual guidelines. Consequently, these payments appear appropriate and in compliance with the transition agreement. This agreement also specifies reimbursement payments to him of up to \$10,000 in actual moving expenses. His moving expense reimbursement payments did not exceed this amount.
- To assist the APFA accounting department staff in reviewing and organizing the various requested documents, as set forth in the flight attendants Chinery and Lee financial document request.

Please contact us should the Board of Directors or the Executive Committee have questions regarding our limited engagement.

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### \*\*FIRST ALIAS CIVIL CITATION\*\* [SERVICE COPY-DO NOT SEPARATE PAPERS] THE STATE OF TEXAS

O: ROBERT (BOB) ROSS 4701 HAYLOFT COURT EL DORADO CA 95762

**DEFENDANT, GREETING:** 

YOU ARE HEREBY COMMANDED TO APPEAR BY FILING A WRITTEN ANSWER TO THE PLAINTIFF'S PETITION EFORE THE JUSTICE COURT, PRECINCT THREE AT 645 GRAPEVINE HWY., STE #220, HURST, TX 76054, SAID PLAINTIFF EING

iversified Credit Systems

**PLAINTIFF** 

AND SAID:

OBERT (BOB) ROSS

**DEFENDANT** 

ILED JANUARY 14, 2022, FILE NO. JP03-22-DC00017757 SUED UPON: SEE PETITION ATTACHED, PLUS COURT COSTS.

#### NOTICE TO DEFENDANT

YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY TO HELP YOU IN DEFENDING AGAINST THIS LAWSUIT. UT YOU ARE NOT REQUIRED TO EMPLOY AN ATTORNEY. YOU OR YOUR ATTORNEY MUST FILE AN ANSWER WITH THE COURT. YOUR ANSWER IS DUE BY THE END OF THE 14TH DAY AFTER THE DAY YOU WERE SERVED THESE APERS. IF THE 14TH DAY IS A SATURDAY, SUNDAY, COUNTY HOLIDAY, OR ON A DAY THAT THE COURT CLOSES EFORE 5:00 P.M. YOUR ANSWER IS DUE ON THE NEXT BUSINESS DAY. DO NOT IGNORE THESE PAPERS. IF YOU DO THE AN ANSWER BY THE DUE DATE, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU. FOR FURTHER NFORMATION, CONSULT PART V OF THE TEXAS RULES OF CIVIL PROCEDURE, WHICH IS AVAILABLE ONLINE AND LSO AT THE COURT LISTED ON THIS CITATION." UPON TIMELY REQUEST, NO LATER THAN 14 DAYS BEFORE THE AY SET FOR TRIAL, AND PAYMENT OF A \$22.00 JURY FEE, THIS CASE WILL BE HEARD BY A JURY."

THE OFFICER EXECUTING THIS WRIT SHALL PROMPTLY SERVE THE SAME ACCORDING TO REQUIREMENTS OF AW, AND THE MANDATES HEREOF, AND MAKE DUE RETURN AS THE LAW DIRECTS.

GIVEN UNDER MY HAND THIS 28TH DAY OF JANUARY, 2022.

WILLIAM P. "BILL" BRANDT JUSTICE OF THE PEACE, PRECINCT THREE TARRANT COUNTY, TEXAS

By: /S/

CLERK OF THE JUSTICE COURT

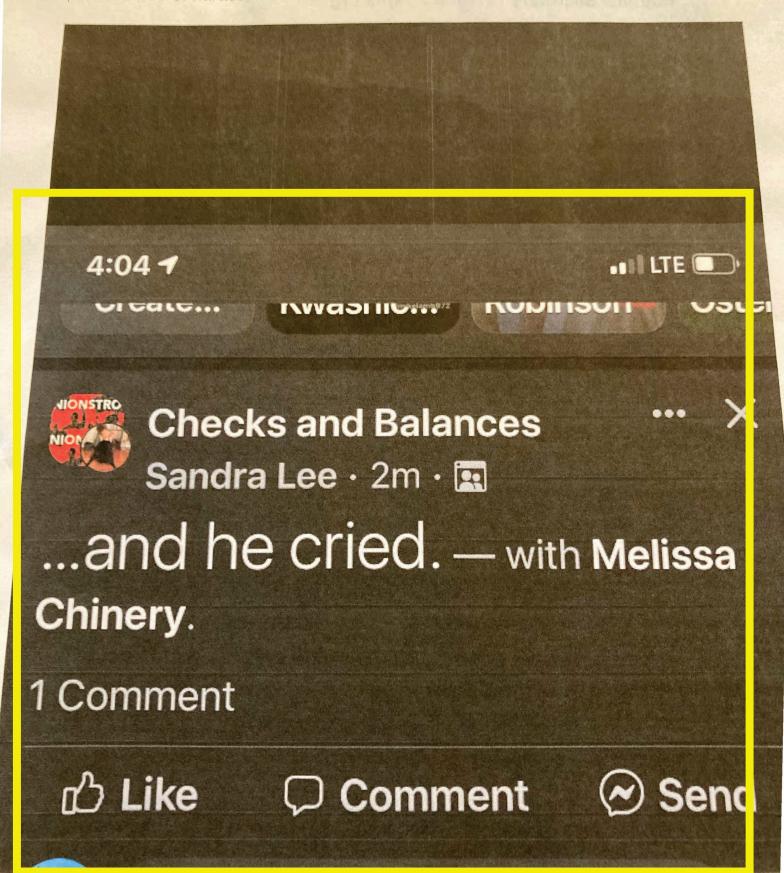
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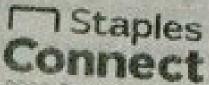
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PHONE: 817-581-3625 FAX: 817-850-2396	CASE NO. JP03-22-DC0001775	37
PLAINTIFF(S): DIVERSIFIED CREDIT SYSTEMS	PO BOX 3424 LONGVIEW, TX 75606	
ATTORNEY(S) FOR PLAINTIFF(S): MICHAEL R. RAKE	P O BOX 1556 LAKE DALLAS TX 75065	940-498-2103
	VS.	
DEFENDANT(S):		
ROBERT (BOB) ROSS	4701 HAYLOFT COURT EL DORADO, CA 95762	
CERTIFIED MAII	IP02-22-DC00017757	

[SERVICE COPY-DO NOT SEPARATE PAPERS]



process free of harassment.





8000 Denton Highway Matauga, TX 76148 817-577-7460

Sale

Store: 1164

Date: 11/14/21

Transaction: 3497 Cashier: 1961822

Register: 2

Time: 10:10 AM

REMARES NUMBER 5093041274

Qty	POSTIT FLAGS (	Price	Asount
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By PIN Verified

TOTAL TIEMS 6

\*Item is currently on promotion. Some coupons are only valid in regular priced items. Please see coupon terms and conditions for details.

TRU RED

Business essentials designed thoughtfully to work beautifully.

Shop Smarter, Get Rewarded. Staples Rewards weathers get up to 5% back in Rewards. Exclusions Apply. See an associate for full program details or to enroll.

THANK YOU FOR SHOPPING AT STAPLES!



## Connect

8000 Denton Hey Suite 106 Mateuge, TX 76148 (817) 577-7460

SALE

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THANK YOU FOR SHOPPING AT STAPLES!





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Staples Rewards members get up to 5% back in Rewards.

Exclusions Apply. See an associate for full program details or to enroll.

THANK YOU FOR SHOPPING AT STAPLES!

### Staples Connect

8000 Denton Highway Watauga, TX 76148 817-577-7460

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Store: 1164

Date: 11/12/21

Transaction: 1711

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A STATE OF THE PARTY OF THE PAR	4.06
Total	53.28
THE PERSON IN	53.28
Card No. : XXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXX	

## **Staples**

2435 Iron Point Road FOLSON, CA 95630 (916) 983-2861

SALE

1938300 B 005 17947 1378 06/10/21 05:27

QTY SKU

PRICE

REWARDS NUMBER 5093041274 \*\*\*\*\*\* Customer Order 2224792985 \*\*\*\*\*\*

Documents

1980563

39.523ea 118.57

Documents

1980563

64.63

SUBTOTAL Standard Tax 7.7500% 183.20 14.20

TOTAL

\$197.40

USD\$197.40

US DEBIT

Card No.: XXXXXXX XXX306Z [C]

Chip Read

Auth No.: 000782 AID.: ADDODGGG98C 40

Verif

TOTAL ITEMS 4

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